IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 4642 OF 1998.

Karnataka Soaps & Detergents Ltd.
a company incorporated under the
Companies Act, 1956 having its
Registered office at Banglore-Pune
Highway, P.O.Box No.5531, Banglore
560055 and its branch at 12/274-B,
First floor, Dnyan Sagar (Pinto Villa),
S.K.Bole Road, Dadar (West),
Mumbai 400 028. ... Plaintiff.

Versus.

1. M/s.Manthan Enterprises,
carrying on business at Shop
No.14, in the building known
as Ambe Maiya Apartments,
Bhakti Marg at Mulund (West),
Mumbai 400 080.

2. Mrs.Krishna M.Thakkar,
carrying on business under the
name and style of M/s.Manthan
Enterprises, as its sole
Proprietor at Shop No.14 in the
Building known as Ambe Maiya
Apartments situate at Bhaki Marg,
Mulund (West), Mumbai 400 080
and residing at Flat NBo.B-104,
in the building known as Kalpa
Nagari, situate at Vaishali
Nagar at Mulund (West),
Mumbai 400 080. ... Defendants.

Shri M.A.Purohit for the Plaintiff.

None for the Defendants.

CORAM : ABHAY S.OKA, J.

DATED : 25th July, 2007.

ORAL JUDGMENT.:

1. The suit is kept on the cause list under the

caption of "Undefended suits for exparte decree".

2. The learned Counsel for the Plaintiffs has tendered on record an affidavit in lieu of evidence of Shri Krishna Narasimha Sherigar, who is the Assistant Manager (Accounts) of the Plaintiffs. Along with the said affidavit of evidence, the learned Counsel for the Plaintiffs has tendered on record the original documents along with a list of documents. The affidavit of evidence is taken on record and marked "X" for identification. The documents along with the list are also taken on record and marked "Y" (collectively) for identification.

3. According to the case of the Plaintiffs, they are manufacturers of soaps and detergents. According to the case of the Plaintiffs, the 2nd Defendant is the Re-distribution stockists in the name of his sole proprietory concern M/s. Manthan Enterprises (the 1st Defendant herein). The 2nd Defendant was re-distribution stockist for the plaintiffs' products in Mulund (West) at Mumbai from July 1996. According to the case of the Plaintiffs from 25th July 1996 to 25th November 1997, the Plaintiffs supplied to the Defendnats various quantities of their products from time to time as per the details set out in various invoices. According to the Plaintiffs they are storing all their

products in Bhiwandi, District Thane, and as per the practice prevailing then, the C & F Agents M/s. Greenfield Marketing Services were delivering the products to Plaintiffs' various redistribution agents in and around Bombay. Therefore, bills and invoices were prepared by the said C & F Agents. Relaince is placed on 21 invoices which are referred to in the affidavit of evidence and the office copies of which have been produced along with the list. According to the case of the Plaintiffs the goods worth Rs.13,11,011.76 were entrusted to the Defendants during the relevant period. After giving credit to the Defendants for the credit notes of various amounts issued during the said period and after giving credit for the amounts received by the Plaintiffs from the Defendants from time to time, a sum of Rs.4,28,358.26 ps. remained outstanding against the Defendants. A reliance has been placed on the entries in the acocunt maintained by the Plaintiffs in their books of accounts. A reliance is also on letter dated 16th January 1998 sent by the Plaintiffs to the Defendants calling upon them to remit the outstanding dues along with interest at the rate of 21% per annum. An office copy of the said letter with the acknoweldgement has been placed on record by the Plaintiffs. A legal notice dated 22nd July 1990 was sent by the Plaintiffs to the Defendants calling upon them pay the amount.

4. A separate affidavit has been filed by the said Shri Krishna Narasimha Sherigar stating therein that the Plaintiffs have installed a computer for the purpose of maintaining various records in respect of the business transactions. The Plaintiffs have relied upon the data available on the computers and a print out of the said data of the Defendants has been produced on record.

5. The claim of the Plaintiffs has been duly proved by the aforesaid affidaivts. The original documents produced along with the list are also duly proved by the affidavit of Shri Krishna Narasimha Sherigar.

6. The Plaintiffs have claimed further interest at the rate of 21% per annum. Since there is no agreement brought on record as regards payment of interest on the unpaid amount, the interest from the date of the suit will have to be granted at the rate of 9% per annum.

7. Accordingly suit is decreed in terms of prayer clauses (a) and (b) with modfification that the interest at the rate of 9% per annum will be payable on the principal amount from the date of the suit till payment or realisation.

8. The Plaintiffs will be entitled to the refund of

Court fees,if any, as per the Rules.

9. Certified copy is expedited.

10. The Plaintiffs will be at liberty to withdraw the original documents placed on record on furnishing true copies thereof.

Judge.